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## **ATTACHMENT VIII**

### **BUSINESS PROCESS REQUIREMENTS**

#### ***Section 1. General Business Requirements***

##### **1.1 Procedures**

###### **1.1.1 Contact with Subscribers**

1.1.1.1 Each Party at all times shall be the primary contact and account control for all interactions with its own subscribers regarding such Party's services purchased by the subscribers, except as otherwise agreed. A Party's subscribers shall include active subscribers as well as those for whom it has service orders pending.

1.1.1.2 With respect to a Party that may receive inquiries from the other Party's subscribers, or otherwise have opportunity for such subscriber contact, the Party shall: (i) provide mutually agreed referrals to subscribers who inquire about the other Party's services or products; (ii) not disparage or discriminate against the other Party, or its products or services; and (iii) not provide information about its own products or services during that same inquiry or subscriber contact unless asked by the subscriber.

1.1.1.3 Each Party shall protect the Proprietary Information of the other Party and the other Party's subscribers in accordance with Section 22 of Part A.

1.1.1.4 Bell Atlantic shall not use MCI's request for customer information, order submission, or any other aspect of the pre-order, ordering and provisioning, or maintenance and repair processes or any other processes to aid Bell Atlantic's marketing or sales efforts. Bell Atlantic shall not in any manner share with or disclose to Bell Atlantic's retail operations or retail customer representatives any information resulting from, or the occurrence of any event in, the pre-order, ordering and provisioning, maintenance and repair, or any other processes described in this Agreement.

###### **1.1.2 Expedite, Escalation, and Disaster Procedures**

1.1.2.1 No later than thirty (30) days after the Effective Date of this Agreement, the Parties shall develop mutually acceptable escalation and expedite procedures which may be invoked at any point in the service pre-ordering, ordering, provisioning, maintenance and repair, and subscriber usage data transfer processes to facilitate rapid and timely resolution of disputes. In addition, the Parties will establish intercompany contacts lists for purposes of handling subscriber and other matters which require attention/resolution outside of normal business procedures within thirty (30) days after the Effective Date of this Agreement. Each Party shall provide to the other an updated escalation contacts list promptly following any changes thereto.

### **1.1.3 Subscriber of Record**

1.1.3.1 Each Party shall recognize the other as the subscriber of record for all services ordered by the other Party and shall send all notices, invoices, and information which pertain to such ordered services directly to such other Party. Each Party shall provide the other Party with addresses to which such notices, invoices, and information shall be sent.

### **1.1.4 Work Center Interface Procedures**

1.1.4.1 Bell Atlantic and MCI shall, as early as practicable, but no later than ninety (90) days, after the Effective Date of this Agreement, develop and implement work center interface procedures where appropriate for a function/business process provided by a Party. Each Party shall provide reasonable notice to the other Party of changes to its processes.

## **1.2 Service Offerings**

### **1.2.1 Changes in Retail Service Offerings**

1.2.1.1 Bell Atlantic shall notify MCI of any proposed changes in the terms and conditions under which Bell Atlantic offers Telecommunications Services to subscribers who are not Telecommunications Service providers or carriers, including, but not limited to, the introduction or discontinuance of any features, functions, services, promotions, or changes in retail rates. Such notification shall be by such public notice, including Tariff filings, as is required by State law or Commission rule. In addition, Bell Atlantic shall provide notification by posting such changes on Bell Atlantic's World Wide Web site within five (5) business days after the date of the public notice required by State law or Commission rule.

### **1.2.2 Essential Services**

1.2.2.1 Bell Atlantic shall designate an access line as an essential service line ("ESL") upon MCIm's request. MCIm will be responsible for following National Security Emergency Preparedness ("NSEP") guidelines for designating ESL services.

### **1.2.3 Deaf and Disabled Services**

1.2.3.1 The Parties shall cooperate to provide services necessary to serve deaf and disabled service subscribers.

### **1.2.4 Training Support**

1.2.4.1 Each Party will provide the other Party with sufficient operational instruction to enable the purchasing Party to access any of the providing Party's operational support systems provided for elsewhere in this Agreement.

### **1.2.5 Carrier Identification Codes**

1.2.5.1 The providing Party shall provide to the purchasing Party a list of active carrier identification codes ("CIC") and shall provide occasional updates, as required, for each of the providing Party's access tandems or functional equivalent; provided, however, that MCIm shall be obligated to provide such information only for CICs ~~codes~~ on any MCIm access tandem or functional equivalent thereof which do not appear on the most current list provided to MCIm by Bell Atlantic for such access tandem or functional equivalent thereof.

1.3 Change Management and Control Bell Atlantic and MCIm have established written change management and control procedures and processes. These procedures and processes are set forth in Exhibits B, C, D, and E of this Attachment VIII and are hereby incorporated into this Agreement. Bell Atlantic shall comply with these procedures and processes to change, alter, or modify (i) the OSS functions described in this Attachment VIII; (ii) the application-to-application interface(s) designed, developed, tested, and deployed under this Attachment VIII; and (iii) the change management and control procedures and processes themselves. The Parties acknowledge that breach of these change management and control procedures and processes is, and should be construed as, a material breach of this Agreement.

## ***Section 2. Pre-ordering, Ordering, and Provisioning***

## 2.1 General Business Requirements

### 2.1.1 Ordering and Provisioning Parity

2.1.1.1 During the term of this Agreement, Bell Atlantic shall provide necessary pre-ordering, ordering, and provisioning business process support as well as those technical and systems interfaces as may be required to enable MCIIm to provide Local Resale services and Network Elements at parity with Bell Atlantic.

2.1.1.2 Bell Atlantic shall provide all of the OSS functions (i.e. pre-ordering, ordering and provisioning, billing, subscriber usage data, and maintenance and repair) in compliance with the performance measurements and remedies set forth in Attachment X.

### 2.1.2 ~~CLEC Sales and Support Center ("CSSC")~~ Help Desk/Single Point of Contact ("SPOC")

2.1.2.1 Bell Atlantic shall provide a single help desk ~~up to three (3) CSSCs or reasonable equivalent~~ which shall serve as MCIIm's SPOC for all activities involved in the pre-ordering, ordering, and provisioning of Bell Atlantic's Network Elements and Local Resale services. The SPOC shall receive orders ~~(through an electronic interface)~~ twenty-four (24) hours a day, seven (7) days a week.

2.1.2.2 The SPOC shall provide service during the hours of 8:00 a.m. to ~~4:30:00~~ 6:00 p.m., EST, Monday through Friday (or such additional hours as Bell Atlantic shall provide service to its own subscribers) with inquiries answered by personnel reasonably trained to answer questions and resolve problems in connection with the pre-ordering, ordering, and provisioning of Network Elements and Local Resale services.

2.1.2.3 Bell Atlantic shall provide, through electronic interfaces, provisioning and premises visit installation support for coordinated scheduling, status, and dispatch capabilities from 7:00 a.m. to ~~ether~~ 10:00 p.m., EST, Monday through Friday, and Saturday from 7:00 a.m. to 8:00 p.m., EST, or for such additional hours as Bell Atlantic shall provide service to its own subscribers. Additional charges will be incurred for dispatches outside of Bell Atlantic's normal work days and work hours.

### 2.1.3 Street Address Guide ("SAG")

2.1.3.1 Commencing with the Effective Date of this Agreement, if Bell Atlantic should cease using postal information to develop and maintain its

SAG, then upon terms and conditions to be mutually agreed, Bell Atlantic shall provide to MCIIm SAG data, or its equivalent, in a standard electronic format.

#### 2.1.4 Subscriber Payment History

2.1.4.1 Neither Party shall refuse service to a potential ~~subscriber customer of the other Party~~ or refuse to port a customer's telephone number(s) to the other Party on the basis of the subscriber's customer's past payment history. Bell Atlantic will participate in NCTDE (National Consumers Telecommunications Data Exchange), provide NCTDE with two years of historical information on UCAs (Unpaid Closed Accounts) for Bell Atlantic's local accounts, and report current UCA information, all in accordance with NCTDE timelines and other requirements. Bell Atlantic will make the following customer payment history available in accordance with NCTDE format to the same extent such information is available for Bell Atlantic's own use for each person or entity that applies for (i) local service; or (ii) intralATA toll Telecommunications Service(s):

2.1.4.1.1 Applicant's name;

2.1.4.1.2 Applicant's address;

2.1.4.1.3 Applicant's previous phone number, if any;

2.1.4.1.4 Amount, if any, of unpaid balance in applicant's name;

2.1.4.1.5 Whether applicant is delinquent on payments;

2.1.4.1.6 Length of service with prior local or intralATA toll provider;

2.1.4.1.7 Whether applicant had local or intralATA toll service terminated or suspended within the last six (6) months with an explanation of the reason therefor; and,

2.1.4.1.8 Whether applicant was required by prior local or intralATA toll provider to pay a deposit or make an advance payment, including the amount of each.

Bell Atlantic will provide such information on the condition that NCTDE only make the information available to the carriers to which the person or entity in question has applied for Telecommunications Service(s). ~~with the providing Party, provided that the purchasing Party shall be~~

~~responsible for payment to the providing Party for purchased services with respect to such subscriber regardless of the payment performance of the subscriber.~~

## **2.1.5 Carrier Selection**

2.1.5.1 For Local Resale services or Network Elements, Bell Atlantic shall provide to MCIm, when ordered by the Commission, the capability to order local service, intraLATA, and interLATA service by entering MCIm's subscriber's choice of carrier on a single order. Bell Atlantic shall provide MCIm with the capability to order separate interLATA and intraLATA carriers on a line or trunk (with line side treatment) basis.

2.1.5.2 ~~Where intraLATA toll carrier selection is not implemented, Bell Atlantic agrees to provide intraLATA toll services for Local Resale and Local Switching, to resold or unbundled Switch lines provided to MCIm.~~ Where intraLATA toll carrier selection is implemented, Bell Atlantic will route toll calls to the appropriate carrier as designated by MCIm.

## **2.1.6 Notification to Long Distance Carrier**

2.1.6.1 ~~Subject to Section 15 of Part A,~~ Bell Atlantic agrees to notify MCIm using OBF-approved CARE transactions, whenever an MCIm subscriber who is provided local service through Local Resale or Local Switching (including as part of UNE-P) changes PIC status.

2.1.6.2 ~~Subject to Section 15 of Part A,~~ Bell Atlantic shall support and implement new transaction code status indicators ("TCSIs") defined by OBF in support of Local Resale to enable MCIm to provide seamless subscriber service.

2.1.6.2.1 Bell Atlantic shall implement TCSIs used in conjunction with the new local service provider ("LSP") identification code for handling account maintenance, subscriber service, and such other OBF codes as OBF may define.

~~2.1.6.2.2 In addition, Bell Atlantic shall implement TCSIs used in conjunction with the new ported telephone number field to link "shadow" and ported telephone numbers in support of INP.~~

2.1.6.3 Bell Atlantic shall provide to MCIm the LSP ID on purchased lists of MCIm's PIC'd and non-PIC'd subscribers.

2.1.6.4 Bell Atlantic shall provide the ported telephone number on purchased CARE lists of MCIIm's PIC'd and non-other party's PIC'd subscribers.

#### 2.1.7 Number Administration/Number Reservations

2.1.7.1 ~~Until number administration functions are assumed by a neutral third party in accordance with FCC Rules and Regulations, Bell Atlantic shall assign NXXs to MCIIm on a Non-Discriminatory Basis with no restrictions other than those imposed upon all carriers under the North American Numbering Plan or comparable conventions. In addition, Bell Atlantic shall provide activation of translations routing of MCIIm's NXXs to meet established national implementation dates. Further, Bell Atlantic shall provide MCIIm with access to abbreviated dialing codes, access arrangements for 555 line numbers, and the ability to obtain telephone numbers, including specific numbers where available, while a subscriber is on the phone with MCIIm, all at Parity. Bell Atlantic shall provide the same range of number choices to MCIIm, including choice of exchange number, as Bell Atlantic provides its own subscribers. Reservation and aging of numbers shall remain Bell Atlantic's responsibility.~~

2.1.7.2 Where mutually agreed, which agreement shall not be unreasonably withheld, the Parties will implement LERG reassignment for particular NXX codes.

2.1.7.3 Bell Atlantic shall accept MCIIm orders for vanity numbers and blocks of numbers for use with complex services including, but not limited to, direct inward dialing, CENTREX, and hunting arrangements, as reasonably requested by MCIIm, in accordance with applicable Tariffs, and at Parity.

2.1.7.4 For simple services number reservations, Bell Atlantic shall provide real-time confirmation of the number reservation. For number reservations associated with complex services, Bell Atlantic shall provide confirmation of the number reservation within two (2) business days of MCIIm's request. Number reservations shall be provided in accordance with applicable Tariffs and at Parity, ~~with that provided Bell Atlantic's own subscribers.~~

2.1.8 USOC Codes. Bell Atlantic shall provide MCIIm with a complete, electronic copy of USOC codes, and an accompanying alphanumeric description of each code, used by Bell Atlantic. In addition, BA shall provide the FIDS and FID formats and a document showing the business rule relationship between the USOCs and FID format.

2.1.9 Blocking Services. Upon request from MCIm, Bell Atlantic shall provide blocking of 700, 900 and 976 services, or other services of similar type as may now exist or be developed in the future. In addition, Bell Atlantic shall provide Billed Number Screening (BNS), including required LIDB updates, or equivalent service for blocking completion of bill-to-third-party and collect calls, on a line, trunk, or individual service basis.

## **2.2 Service Order Process Requirements**

### **2.2.1 OBF Compliance**

2.2.1.1 Subject to the change management and control process set forth in Section 1.3 of this Attachment, Section 15 of Part A and in accordance with OBF standards, Bell Atlantic and MCIm shall generally follow the OBF-developed pre-ordering, ordering, and provisioning processes standards/guidelines. These include pre-order service inquiry, pre-order service inquiry response, firm order acknowledgment/rejection, ~~firm order~~ local service confirmation, and those to be developed for delay jeopardy notification, and completion notification, and the like. Each Party agrees to work cooperatively to implement future relevant OBF-developed processes related to pre-ordering, ordering and provisioning.

2.2.1.2 The Parties acknowledge that the industry standards and guidelines alone do not represent a complete set of unambiguous business processes and rules. Bell Atlantic shall present MCIm a matrix containing all of Bell Atlantic's business rules down to a field level. In addition, Bell Atlantic shall provide MCIm will Bell Atlantic's business rules in a matrix for each data field. This matrix will set forth: Bell Atlantic's valid values, attributes, usage conditions (required, optional, or conditional), as necessary to successfully process all of the scenarios and functions available in Bell Atlantic's pre-ordering, ordering, and provisioning OSS.

### **2.2.2 Service Migrations and New Subscriber Additions**

**2.2.2.1 Party A shall not require a disconnect order from a subscriber, another local service provider, or any other entity, to establish Party B's local service for a subscriber and/or migrate a subscriber to Party B's local service. Party B shall be responsible for obtaining a Third-Party Verification ("TPV"), Letter of Authorization ("LOA"), or the like which satisfies FCC and Commission requirements.**

**2.2.2.2 With respect solely to Local Resale services available for resale hereunder, Bell Atlantic shall not disconnect any such service or**

associated features at any time during the migration of a subscriber to MCI service without the prior consent of MCI, unless such disconnection is necessitated by the change in service requested by MCI. Upon completion of such migration, MCI shall be responsible for payment for any such non-disconnected service as set forth in Attachment I to this Agreement.

2.2.2.3 For services provided through Network Elements (including Combinations), Bell Atlantic shall recognize MCI as an agent for the customer in coordinating the disconnection of services provided by another CLEC or Bell Atlantic. In addition, Bell Atlantic shall not disconnect any Bell Atlantic services provided to the Bell Atlantic customer until MCI notifies Bell Atlantic that MCI's unbundled Network Elements are installed and operational. Bell Atlantic shall not disconnect any service or existing features at any time during the migration of a customer to MCI service without prior MCI approval. Similarly, Bell Atlantic shall not disconnect any service or existing feature at any time during the process of reconfiguring services for an MCI customer. Bell Atlantic shall identify to MCI those services that Bell Atlantic intends to disconnect, this identification to occur prior to Bell Atlantic's return to MCI of the associated FOC.

2.2.2.4 Unless otherwise directed by MCI, when MCI orders Network Elements (including UNE-P) all trunk or telephone numbers currently associated with the existing services will be retained without loss of feature capability and without loss of associated ancillary services including, but not limited to, Directory Assistance, voice mail, Directory Listings, LIDB, Operators Services, and 911/E911 capability. Party A shall recognize Party B as an agent for the subscriber in coordinating the disconnection of services provided by Party A or another carrier. MCI shall be responsible for obtaining a TPV, L.O.A. or the like which satisfies FCC requirements. In addition, when coordinated cut over services are ordered, Bell Atlantic shall not disconnect any Bell Atlantic services provided to the Bell Atlantic subscriber until MCI notifies Bell Atlantic that MCI's service has been installed and operational, except where existing Bell Atlantic facilities are being reused.

2.2.2.4 Unless otherwise directed by MCI, when MCI orders Local Resale services or Local Switching, all trunk or telephone numbers currently associated with existing POTS services shall be retained without loss of feature capability and without loss of associated ancillary services, including, but not limited to, Directory Assistance Services and 911/E911 capability offered by Bell Atlantic, provided that MCI includes such features and ancillary services in its orders.

### 2.2.3 Cut-Over Process

The following cut-over coordination procedures shall apply for conversions of "live" Telephone Exchange Services to Unbundled Local Loops, including conversions to Unbundled Local Loops with INP, and to any other conversions that either Party determines must be coordinated to avoid a substantial risk of significant subscriber service disruption. Although written below to describe only conversions from Bell Atlantic to MCIIm, these and other mutually agreed-upon coordination procedures shall apply reciprocally for the "live" cutover of subscribers from Bell Atlantic to MCIIm and from MCIIm to Bell Atlantic. INP cut-over procedures shall be reasonably agreed by the Parties at such time as the capability has been developed.

2.2.3.1 MCIIm shall request cut-over coordination by delivering to Bell Atlantic a valid electronic transmittal service order (when available) or another mutually agreed-upon type of service order. Such service order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties. Within forty-eight (48) hours after Bell Atlantic's receipt of such valid service order, Bell Atlantic shall provide MCIIm the FOC date and timeframes, ~~according to the installation time frames set forth in Section 2.5 below and for NP, Attachment VII, Section 4.2.~~

2.2.3.2 On each order, the Parties will agree on a cut-over time at least forty-eight (48) hours before that cut-over. Cut-over time will be defined as a fifteen (15) to thirty (30) minutes per line window within which both Parties will make telephone contact to complete the cut-over. The cut-over window for other methodologies will be agreed to by the Parties.

2.2.3.3 Within the appointed fifteen (15) to thirty (30) minute cut-over time, Bell Atlantic will call MCIIm to coordinate cut-over work and when MCIIm is reached in that interval, such work will be promptly performed.

2.2.3.4 If MCIIm requires a change in scheduling, it must contact Bell Atlantic to issue a supplement to the original order. The negotiations process to determine the date and time of cut-over will then be reinitiated as usual pursuant to Section 2.2.3.3.

2.2.3.5 If MCIIm is not ready within the appointed interval and if it had not called to reschedule the work at least two (2) hours prior to the start of the interval, MCIIm shall be liable for the non-recurring charge for such work for the missed appointment. In addition, non-recurring charges, if applicable, for the rescheduled appointment will apply.

2.2.3.6 If Bell Atlantic is not available or not ready at any time during the appointed fifteen (15) to thirty (30) minute interval, the Parties will reschedule and Bell Atlantic will waive the non-recurring charge, if applicable, for such work whenever it is performed pursuant to an agreed-upon rescheduling.

2.2.3.7 Beginning nine (9) months from the Effective Date, if unusual or unexpected circumstances prolong or extend the time required to accomplish the coordinated cut-over, the Party responsible for such circumstances is responsible for the reasonable labor charges of the other Party. Delays caused by the MCIIm subscriber are the responsibility of MCIIm.

#### **2.2.4 Intercept Treatment and Transfer of Service Announcements**

2.2.4.1 For Local Resale services, Bell Atlantic shall provide unbranded basic intercept treatment and transfer of service announcements to MCIIm's subscribers.

2.2.4.2 When an end user customer changes its service provider from one Party to the other Party and does not retain its original telephone number, the Party formerly providing service to such end user shall provide a referral announcement on the end user's former telephone number that provides the end user's new number or other appropriate information to the extent known. Referral announcements shall be provided reciprocally, free of charge to either Party or the end user to the extent the providing Party does not charge its own end user customers for such service, for the same period of time the providing Party provides its own end user customers when they change their telephone numbers.

2.2.4.3 The providing Party shall provide such basic treatment and transfer of service announcement in accordance with its normal policies and procedures for all service disconnects, suspensions, or transfers.

#### **2.2.5 Desired Due Date ("DDD")**

2.2.5.1 For services with agreed upon intervals, the purchasing Party shall select on each order the DDD consistent with agreed intervals. For services with variable intervals, the purchasing Party shall select among available due dates, obtained through an electronic interface, for specific services with variable intervals. The providing Party shall ~~use reasonable efforts to not complete the order prior to the DDD or later than the DDD~~ unless authorized by the purchasing Party.

2.2.5.2 If the DDD falls after the standard order completion interval ~~(as mutually agreed by the Parties)~~, the providing Party shall ~~use reasonable efforts to~~ complete the order on the DDD.

2.2.5.3 Subsequent to an initial order submission, the purchasing Party may request a new/revised due date that is earlier than the minimum defined interval. The providing Party shall use reasonable efforts to meet such date and may assess Non-Discriminatory expedite charges. The Parties agree that expedite orders are not to be used as a mechanism for routine avoidance of the standard DDD or standard interval(s) set forth in this Agreement. If (i) the providing Party does not assess an expedite charge on the purchasing Party; and (ii) based on the exercise of reasonable judgment, the providing Party determines that the purchasing Party is using expedite orders at a rate substantially in excess of the rate at which the providing Party and other parties use expedite orders on the providing Party's ordering systems, the providing Party shall immediately notify the purchasing Party at the Director level of escalation. The Parties shall immediately undertake good faith negotiations, based on each Party's data, to resolve the issue at the Director level of escalation, and, failing prompt and successful negotiations, through the complaint processes of the Commission or the FCC.

2.2.5.4 Any special or preferred scheduling options available to the providing Party shall also be available to the purchasing Party. The providing Party may assess Non-Discriminatory charges for such options.

## **2.2.6 Subscriber Premises Inspections and Installations**

2.2.6.1 MCIm shall perform or contract for any needs assessments, including equipment and installation requirements, at the premises of the subscriber, for the provision of MCIm services to such subscribers.

2.2.6.2 Bell Atlantic shall notify MCIm of any problems observed on the customer side of the NID in a timely manner. Bell Atlantic shall not relay to the customer that inside wire could have been performed during a Bell Atlantic technician's visit if the customer was a Bell Atlantic customer rather than an MCIm customer.

## **2.2.7 Firm Order Confirmation ("FOC")**

2.2.7.1 ~~Subject to Section 15 of Part A, the~~ The providing Party shall provide to the purchasing Party, via an electronic interface, a FOC which meets the OBF standards/guidelines for each purchasing Party order, ~~after~~

~~a reasonable implementation interval from final acceptance of the particular OBF standard.~~

~~2.2.7.2 For a revised FOC, which will occur only if the purchasing Party has supplemented an order, the providing Party shall provide order detail in accordance with OBF standards guidelines, after a reasonable implementation interval from final acceptance of the particular OBF standard.~~

## **2.2.8 Order Rejections**

2.2.8.1 The providing Party shall reject and return to the purchasing Party any order that is incomplete, internally inconsistent, or that the providing Party cannot provision due to defects, including, but not limited to, the requested due date is prior to the submission date. When Bell Atlantic rejects an MCIm order, Bell Atlantic shall provide as part of its order rejection, for both manual and automated rejections, (i) a clear, detailed and standard description of all the reasons for rejecting the order; (ii) consistent error codes associated with the standard description; and (iii) the contact information (e.g., name, telephone number, etc.) for the Bell Atlantic service representative responsible for rejecting the order. When MCIm orders reach Bell Atlantic's service order processing systems, those orders will be processed or rejected at Parity.

## **2.2.9 Service Order Changes**

2.2.9.1 If an installation or other ordered work requires a material change from the original service order, the providing Party shall call the purchasing Party in advance of performing the installation or other work to obtain authorization. The providing Party shall then provide the purchasing Party an estimate of additional labor hours and/or materials. After all installation or other work is completed, the providing Party shall promptly notify the purchasing Party of actual labor hours and/or materials used in accordance with regular service order completion processes.

2.2.9.1.1 If additional work is completed on a service order, as approved by the purchasing Party, the cost of the additional work must be reported to the purchasing Party.

2.2.9.1.2 If work on a service order is partially completed, notification shall identify the work that was performed and work remaining to be completed.

2.2.9.2 If an MCI subscriber requests a service change at the time of installation or other work being performed by Bell Atlantic on behalf of MCI, Bell Atlantic, while at the subscriber premises, shall direct the MCI subscriber to contact MCI to order such change.

#### **2.2.10 Jeopardy Situations**

2.2.10.1 The providing Party shall provide to the purchasing Party known delayed order notification prior to the committed due date, and other known delays in completing work specified on the purchasing Party's service order as detailed on the FOC, in accordance with OBF or otherwise mutually agreeable procedures. For Loops and UNE-P, this notification shall be electronic. If the providing Party is unable to complete the order on the committed due date, the providing Party shall, within 24 hours, provide the purchasing Party with a detailed explanation why the order could not be completed on time. At the same time, the Parties shall also coordinate a new due date for completion of the order.

#### **2.2.11 Cooperative Testing**

2.2.11.1 Cooperative Testing shall be performed in accordance with Attachment III, Section 15.1.

##### **2.2.11.2 Systems and Process Testing**

2.2.11.2.1 The Parties shall cooperate upon request to assess whether all operational interfaces and processes are in place and functioning as intended. Testing shall simulate actual operational procedures and systems interfaces to the greatest extent possible. Either Party may request cooperative testing as it deems appropriate to assess service performance, reliability, and subscriber serviceability. The requested Party may levy time and materials charges on the requesting Party.

#### **2.2.12 Service Suspensions/Restorations**

2.2.12.1 Upon a request through a suspend/restore order, which shall comply with Applicable Law, Bell Atlantic shall suspend or restore the functionality of any Network Element or Local Resale service. Bell Atlantic shall provide restoration priority on a per Network Element or Combination basis in a manner that conforms with priorities requested by MCI, which shall comply with Applicable Law.

#### **2.2.13 ~~Disconnects~~ Loss Notification**

2.2.13.1 The providing Party shall notify the purchasing Party of any termination of service resulting from a customer's desire to switch Local Service Providers. ~~provided under this Agreement when such termination is requested by the providing Party or any third party.~~ Such notice shall be in a format and detail consistent with industry standards.

#### 2.2.14 Order Completion Notification

~~2.2.14.1 Subject to Section 15 of Part X and when industry standards are developed for such service, and after a reasonable implementation interval.~~  
~~Upon completion of the work set forth in a service order, by the providing Party, the providing Party shall submit to the purchasing Party a provisioning order completion notification which reasonably details the work and provisioning performed. Upon removal of the customer from the providing Party's billing system(s), the providing Party shall provide the purchasing Party a billing completion notification. These notifications shall must be provided in accordance with industry standards when developed within the intervals required in Attachment X. These notifications must also be sent to the location designated on the purchasing Party's service order. The Parties will cooperate in the interim to assure adequate notification.~~

#### 2.2.15 Fulfillment Process

2.2.15.1 Each Party shall conduct all activities associated with the account fulfillment process for all of its subscribers.

#### 2.2.16 Specific Unbundling Requirements

2.2.16.1 MCIIm may order and Bell Atlantic shall provision Network Elements either individually or in Technically Feasible Combinations. Network Elements ordered as combined shall be reasonably provisioned as combined by Bell Atlantic, unless MCIIm specifies that the Network Elements ordered in Combination be provisioned separately.

2.2.16.2 Prior to providing service in a specific geographic area or when MCIIm requires a change of network configuration, the Parties shall cooperate in planning the preparation of Network Elements and Switch translations in advance of orders for additional Network Elements from MCIIm.

2.2.16.3 For ~~mutually agreed~~ Combinations of Network Elements, Network Elements that are currently connected and ordered together will not be physically disconnected, ~~except for technical reasons.~~

2.2.16.4 Network Elements to be provisioned together shall be identified and ordered by MCIm as such.

2.2.16.5 When ordering a Combination of Network Elements, MCIm shall have the option of ordering all features, functions and capabilities of each Network Element, ~~as they exist in Bell Atlantic's network on the Effective Date.~~

2.2.16.6 When MCIm orders Network Elements, Bell Atlantic shall provision the features, functions, and capabilities of the Network Elements specified in this Agreement for such element, as reflected on MCIm's order.

2.2.16.7 MCIm and Bell Atlantic shall cooperate and coordinate activities including the sharing of relevant specifications in such a manner as to promote compatibility between and among respective service elements.

2.2.16.8 Orders for Network Elements will generally contain relevant administration, bill, contact, and subscriber information, as defined by the OBF.

## 2.3 Systems Interfaces and Information

### 2.3.1 General Requirements

2.3.1.1 ~~Where access to operational support systems functionality is required. Unless otherwise agreed to by the Parties.~~ **Bell Atlantic shall provide to MCIm application-to-application interfaces that provide access to Bell Atlantic's Operational Support Systems supporting the functions of pre-ordering, ordering, and provisioning. The Parties acknowledge that they are deploying several application-to-application interfaces pursuant to the Settlement Agreement dated August 20, 1999. Bell Atlantic shall implement the interfaces described in the Settlement Agreement (included, but not limited to, those interfaces for pre-ordering, ordering and provisioning) in full compliance with the Settlement Agreement. The Parties agree that Bell Atlantic's deployment of application-to-application interfaces under this Agreement will comply with the Settlement Agreement and in the event of an inconsistency between this Agreement and the Settlement Agreement, the Settlement Agreement shall govern.** ~~electronic interface(s) for transferring and receiving information and~~

~~executing transactions in regards to service ordering and provisioning of Network Elements and Local Portals. Subject to Section 1.5 of Part A, the interface(s) shall be capable of supporting the steps in the OBI developed ordering and provisioning process no later than April 1, 1997.~~

**2.3.1.2 Bell Atlantic's application-to-application interfaces and those interfaces used pending implementation of the application-to-application interfaces shall provide MCI with Parity and with the same process and system capabilities for both residence and business customers, ordering and provisioning at Parity.**

~~2.3.1.3 Bell Atlantic and MCI shall agree on and implement interim solutions for Bell Atlantic interfaces within forty-five (45) days after the Effective Date of this Agreement. Such interim interface(s) shall, at a minimum, provide MCI the same functionality and level of service as is currently provided by the electronic interfaces used by Bell Atlantic for its own systems, users, or subscribers.~~

~~2.3.1.4 The foregoing interim interfaces or processes may be modified, if so agreed by MCI and Bell Atlantic, during the interim period.~~

**2.3.1.35 Subject to the change management and control procedures set forth in Section 1.3, until each of Bell Atlantic's application-to-application interfaces is operational to MCI's satisfaction, Bell Atlantic shall maintain the availability of the electronic interface offered by Bell Atlantic as of the Effective Date, the Party's electronic interfaces are available, the providing Party agrees that a co-carrier service center ("CSSC") or similar function will accept a purchasing Party's orders. Orders will be transmitted to the CSSC via an interface or method agreed upon by the Parties.**

**2.3.1.46 For territories in which Bell Atlantic provides Telephone Exchange Services, Bell Atlantic shall provide MCI with at least 1-2 months prior notification of local calling area changes, and generally publish any area code splits at least three (3) months prior to such splits going into effect.**

**2.3.1.57 In the event that Bell Atlantic develops the capability to furnish such data on a per Switch basis or such provision becomes consistent with industry standards, Bell Atlantic shall provide to MCI, at no more than Bell Atlantic's incremental cost, a list by end office Switch of all CLASS, CENTREX and Custom features and functions and shall provide updates to such list at the time new features and functions become available.**

### 2.3.2 Ordering and Provisioning for Resale Services

2.3.2.1 Bell Atlantic shall provide to MCIIm all intraLATA ~~(when presubscription is available)~~ and interLATA carriers available for subscriber selection based on a valid subscriber address.

2.3.2.2 In the event that Bell Atlantic develops the capability to furnish such data on a per Switch basis or such provision becomes consistent with industry standards, Bell Atlantic shall provide to MCIIm, upon MCIIm's request and at no more than Bell Atlantic's incremental cost, a listing of street addresses within the service coverage area of each Switch.

2.3.2.3 Subject to the provisions of Part A, Section 22 (Confidentiality and Publicity) and in accordance with all Applicable Law and regulations, the providing Party shall provide the requesting Party with access to CPNI of a requesting Party subscriber without requiring the requesting Party to produce a signed LOA based on the requesting Party's representation that the subscriber has authorized the requesting Party to obtain such CPNI.

~~2.3.2.3.1 Bell Atlantic shall provide to MCIIm an electronic interface to Bell Atlantic subscriber information systems which will allow MCIIm to obtain Bell Atlantic's current subscriber profile based on valid bill telephone number or working telephone number, including subscriber name, billing and service addresses, billed telephone number(s), and identification of features and services on the subscriber accounts, and, in response to a valid telephone number or address, allow MCIIm to obtain information on features and services available in the end office where subscriber's services are currently provisioned.~~

~~2.3.2.3.2 Until access is available via an electronic interface for subscriber profile information, MCIIm agrees that Bell Atlantic can obtain subscriber profile information in an interim manner. The Parties shall agree on and implement interim solutions for interfaces within forty-five (45) days after the Effective Date of this Agreement.~~

2.3.2.4 Bell Atlantic shall provide to MCIIm a list of Local Resale services, including new services and eligible trial offers and promotions, within sixty (60) days after the Effective Date of this Agreement, and shall provide updates to such information as soon as practicable after new features and functions become available.

2.3.2.5 Bell Atlantic shall provide to MCIIm mediated query-response via an electronic interface to Bell Atlantic ~~OSS information systems as soon as possible, but no later than April 1, 1997~~ to allow MCIIm to:

2.3.2.5.1 assign telephone number(s) (if the subscriber does not already have a telephone number or requests a change of telephone number);

2.3.2.5.2 schedule dispatch and installation appointments;

2.3.2.5.3 provide service availability dates; and

2.3.2.5.4 transmit status information on service orders. ~~Until the electronic interface is available, Bell Atlantic agrees that it will provide status on service orders at the following critical intervals: acknowledgment and firm order confirmation according to interim procedures to be mutually developed.~~

### 2.3.3 Ordering and Provisioning for Network Elements ~~Unbundling~~

2.3.3.1 Bell Atlantic shall provide to MCIIm, upon reasonable request a listing of available, orderable services for Network Elements.

2.3.3.2 Bell Atlantic shall provide to MCIIm upon request such engineering design and layout information for Network Elements as may be mutually agreed.

~~2.3.3.3 Bell Atlantic shall provide to MCIIm an electronic interface as soon as practicable after applicable OBI standards are formally accepted which will allow MCIIm to determine service due date intervals and schedule appointments.~~

2.3.3.34 Where applicable, Bell Atlantic shall provide to MCIIm information on charges associated with special construction. Bell Atlantic agrees that it will, as soon as practicable, notify MCIIm of any charges associated with necessary construction.

2.3.3.45 On request from MCIIm, Bell Atlantic shall provide MCIIm with results from mechanized loop tests where such tests are Technically Feasible on a time and materials basis or at Commission-approved rates, as appropriate.

2.3.3.56 Bell Atlantic shall provide MCIIm with confirmation of circuit assignments at Parity.

2.3.3.6 Bell Atlantic shall provide to MCIm mediated query-response via an electronic interface to Bell Atlantic OSS to allow MCIm to:

2.3.3.6.1 assign telephone number(s) (if the subscriber does not already have a telephone number or requests a change of telephone number);

2.3.3.6.2 schedule dispatch and installation appointments;

2.3.3.6.3 provide service availability dates; and

2.3.3.6.4 transmit status information on service orders.

## **2.4 Industry Standards**

2.4.1 Subject to change management and control procedures, the Parties agree that the application-to-application interfaces deployed by Bell Atlantic pursuant to this Section 2 shall at a minimum comply with the following relevant standards:

2.4.1.1 ATIS/CLC/OBF for Pre-order, Ordering Inquiry, Ordering, Access Inquiry and Access Ordering, Provisioning and Billing. Bell Atlantic shall base its local pre-order, electronic access ordering inquiry, local ordering, and provisioning, and billing business processes on ATIS/CLC/OBF standards and guidelines:

2.4.1.2 ATIS/TCIF/EDI for Local Pre-order, Ordering and Provisioning, and Billing Data Models. Bell Atlantic shall base its electronic data models for local pre-order, ordering and provisioning, and billing on:

2.4.1.2.1 ATIS/OBF LSOG Version 4 for local pre-order and ordering and provisioning;

2.4.1.2.2 ATIS/TCIF/EDI/SOSC/ELMS Version 4 for data modeling; and

2.4.1.2.3 ATIS/TCIF TCIF 98-006 Version 2 for data exchange/transport.

2.4.1.3 ATIS/TCIF/T1M1.5 for Electronic Access Ordering (EAO) Inquiry. Bell Atlantic shall provide an EAO Inquiry interface based on ATIS/TCIF/T1M1.5 standards and guidelines. Bell Atlantic shall provide

all ASR ordering functionalities in accordance with these standards and guidelines.

2.4.1.4 ATIS/TCIF for Secured Transport Specifications for Local Pre-Order (EDI/SSL3), Order (EDI/SSL3), Access Inquiry (CORBA).

2.4.1.5 ATIS/CLC/OBF/TOR for Access Ordering Secured Transport using CONNECT:Direct. Bell Atlantic shall base its business rules for Access Ordering and provisioning with secured transport on CONNECT:Direct (formerly known as Network Data Mover).

2.4.1.6 Telcordia Technologies, Inc. (Bellcore) for CABS BOS. Bell Atlantic shall base its CABS BOS billing format on Telcordia Technologies, Inc. (formerly Bellcore) standards and qualities.

#### ~~2.4.1 General Requirements~~

~~2.4.1.1 MCIIm and Bell Atlantic shall agree upon the appropriate ordering and provisioning codes to be used for Network Elements. These codes shall apply to all aspects of the unbundling of that element or Combination of elements and shall be known as data elements as defined by the Telecommunications Industry Forum Electronic Data Interchange Service Order Subcommittee ("TCIF EDI SOSEC").~~

### **Section 3. Billing and Recording**

This Section 3 describes the requirements for Bell Atlantic to bill and record charges MCIIm incurs when purchasing services under this Agreement, except as may be otherwise specified in this Agreement.

#### **3.1 Billable Information And Charges**

##### **3.1.1 Interim Billing**

The interim billing process described herein shall commence upon the Effective Date and continue until replaced by the standard billing process described below, with such replacement by no later than the end of the third quarter 1997 for Local Resale services purchased from Bell Atlantic by MCIIm. With regard to Network Elements, interim billing shall commence upon the Effective Date and continue until replaced by standard Billing Operations System ("BOS") billing for such elements. Bell Atlantic shall implement the BOS release that includes Network Element billing as soon as practicable after the release is available, and will promptly inform MCIIm in writing if, given the nature and magnitude

of that release, implementation is likely to take more than sixty (60) days after the release is made available. Notwithstanding the foregoing, with respect to unbundled loops, unbundled switching and INP, Bell Atlantic will provide MCIIm with an implementation date for BOS billing within ninety (90) days after the Effective Date.

3.1.1.2 Except as otherwise provided in this Section 3, Bell Atlantic will use its existing billing systems to issue bills and invoices to MCIIm for amounts due under this Agreement. These bills and invoices will contain a summary of account charges with component elements and/or records when applicable. The Parties acknowledge that Bell Atlantic's existing billing system does not issue bills or invoices in accordance with national industry standard specifications in all respects.

3.1.1.3 Bell Atlantic will provide MCIIm with the capability to summarize by features and functions both monthly recurring and non-recurring charges. This capability may be satisfied by use of Bell Atlantic's CD-ROM billing for Resellers. Bell Atlantic shall cooperate with MCIIm on the testing and acceptance of interim billing procedures.

3.1.1.4 The providing Party will initially identify the purchasing Party's Billing Account Numbers (BAN) (or for MCIIm, the functionally equivalent thereof) and will not change them without ten (10) days advance written notice to the purchasing Party.

3.1.1.5 The providing Party will use a minimum of two BANs per state, one for residential customers and one for business customers. The Parties acknowledge that in Bell Atlantic's billing system, only 50,000 component accounts can be on one summary bill and that a new summary bill may be created when any MCIIm master account exceeds 45,000 component accounts.

3.1.1.6 Bell Atlantic will not use the 7th or the 14th day of the month for bill closing dates.

3.1.1.7 The providing Party will use reasonable efforts to transmit paper bills to the purchasing Party within ten (10) days of the bill closing date. If the providing Party fails to transmit an invoice within the time period specified above, the payment due date for that invoice will be extended by the number of days it is late.

### **3.1.2 Standard Billing**

3.1.2.1 The providing Party will bill services in accordance with this Section 3 and at the rates set forth in Attachment I. The providing Party will use commercially reasonable efforts to format its electronic bills in accordance with national industry standard specifications, as appropriate. These electronic bills will include a separate and unique billing code for, and the quantity of, each type of service purchased by the purchasing Party. The providing Party will jurisdictionally identify the charges on these bills wherever it has the information necessary to do so. Wherever the providing Party is unable to identify the jurisdiction of the service purchased by the purchasing Party, the Parties will jointly develop a process to determine the appropriate jurisdiction.

3.1.2.2 The providing Party will bill the purchasing Party on a monthly basis under this Agreement. These monthly bills will include all appropriate charges, credits and adjustments for the services that were ordered, established, utilized, discontinued or performed during the relevant billing period.

3.1.2.3 The providing Party and the purchasing Party will use reasonable commercial efforts to establish the same monthly billing date ("Bill Date") for each purchasing Party account within the state. The providing Party will include the Bill Date on each invoice transmitted to the purchasing Party. The payment due date (as described in this Attachment) shall be thirty (30) calendar days after the Bill Date. The providing Party will transmit all invoices within ten (10) calendar days after the Bill Date. Any invoice transmitted on a Saturday, Sunday or a day designated as a holiday by the Parties' bill processing departments will be deemed transmitted on the next business day. If the providing Party fails to transmit an invoice within the time period specified above, the payment due date for that invoice will be extended by the number of days it is late.

3.1.2.4 The providing Party will use the same account identification numbers each month, unless it provides the purchasing Party with ten (10) days advance written notice of any change. If either Party requests an additional copy(ies) of a bill, such Party shall pay the other Party a reasonable fee per additional bill copy, unless such copy was requested due to an error or omission of the providing Party.

3.1.2.5 Except as otherwise specified in this Agreement, each Party shall be responsible for (i) all costs and expenses it incurs in complying with its obligations under this Agreement; and (ii) the development, modification, technical installation and maintenance of any systems or other infrastructure which it requires to comply with and to continue complying with its responsibilities and obligations under this Agreement.

3.1.2.6 The providing Party and purchasing Party will identify a contact person for the handling of any questions or problems that may arise during the implementation and performance of the terms and conditions of this Attachment.

### **3.1.3 Meet-Point Billing**

3.1.3.1 For purposes of this Section 3.1.3, "Tandem Party" shall mean the Party connected to the IXC. The "End Office Party" shall mean the Party using the Tandem Party to reach the IXC. The End Office Party and the Tandem Party will utilize commercially reasonable efforts, individually and collectively, to establish meet-point billing ("MPB") arrangements to provide a Common Transport option to switched Access Services subscribers via an access Tandem Switch in accordance with the Meet-Point Billing guidelines adopted by and contained in the OBF's MECAB and MECOD documents, except as modified herein and the Tandem Party's Tariffs. The arrangements described in this section are intended to be used to provide switched Exchange Access Service that originates and/or terminates on a Telephone Exchange Service that is provided by either Party, where the transport component of the switched Exchange Access Service is routed through a Tandem Switch that is provided by the Tandem Party.

3.1.3.2 In each LATA, the Parties shall establish MPB arrangements between the applicable rating point/the Tandem Party local serving Wire Center combinations.

3.1.3.3 Interconnection for the MPB arrangement shall occur at the applicable access tandems or functional equivalent in the LATA, unless otherwise agreed to by the Parties.

3.1.3.4 The Parties will use commercially reasonable efforts, individually and collectively, to maintain provisions in their respective federal and state access Tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor Tariff, to reflect the MPB arrangements identified in this Agreement, in MECAB and in MECOD.

3.1.3.5 Each Party will implement the "multiple bill/single tariff" or "multiple bill/multiple tariff" option, as appropriate, in order to bill any IXC for the portion of the jointly provided Access Service provided by that Party. For all traffic carried over MPB arrangements using Network Elements or interconnection services provided under this Agreement, the

Parties shall bill each other all applicable rates specified in this Agreement.

3.1.3.6 The rate elements to be billed by each Party are as set forth below. The actual rate values for each Party's affected Access Service rate element shall be the rates contained in that Party's own effective federal and state access Tariffs, or other document that contains the terms under which that Party's Access Services are offered. The MPB billing percentages for each rating point/Tandem Party local serving Wire Center Combination shall be calculated in accordance with the formula set forth in subsection 3.1.3.1 ~~±~~ below.

#### 3.1.3.6.1 Rate Elements under Meet-Point Billing

##### **Interstate Access - Terminating to or originating from End Office Party subscribers**

<b><u>Rate Element</u></b>	<b><u>Billing Company</u></b>
Carrier Common Line	End Office Party
Local Switching	End Office Party
Interconnection Charge	End Office Party
Local Transport Facility/ Tandem Switched Transport Per Mile	Based on negotiated billing percentage
Tandem Switching	Tandem Party
Local Transport Termination/ Tandem Switched Transport Fixed	Tandem Party
Entrance Facility	Tandem Party
800 Database Query	Party that performs query

##### **Intrastate Access - Terminating to or originating from End Office Party subscribers (Pre-LTR tariff)**

<b><u>Rate Element</u></b>	<b><u>Billing Company</u></b>
Carrier Common Line	End Office Party
Local Switching	End Office Party
Transport	Based on negotiated billing percentage

##### **Intrastate Access - Terminating to or originating from End Office Party subscribers (Post-LTR tariff)**

<b><u>Rate Element</u></b>	<b><u>Billing Company</u></b>
Carrier Common Line	End Office Party
Local Switching	End Office Party

Interconnection Charge	End Office Party
Local Transport Facility/ Tandem Switched Transport Per Mile	Based on negotiated billing percentage
Tandem Switching	Tandem Party
Local Transport Termination/ Tandem Switched Transport Fixed	Tandem Party
Entrance Facility	Tandem Party
800 Database Query	Party that performs query

3.1.3.7 Each Party shall provide the other Party with the billing name, billing address, and carrier identification code ("CIC") of the IXC, and identification of the IXC's local serving Wire Center in order to comply with the MPB notification process as outlined in the MECAB document via facsimile or such other media as the Parties may agree to, all in accordance with a Party's existing offerings.

3.1.3.8 The Tandem Party will provide the End Office Party with the switched access detail usage data (category 1101XX records) on magnetic tape or via such other media as the Parties may agree to, no later than ten (10) business days of bill rendering.

3.1.3.9 The End Office Party will provide the Tandem Party with the switched access detail usage data (category 1101XX records) on magnetic tape or via such other media as the Parties may agree to, no later than ten (10) business days after the date the usage occurred.

3.1.3.10 The Parties will coordinate and exchange the billing account reference ("BAR") and billing account cross reference ("BACR") numbers or OCN, as appropriate, for the MPB arrangements described in this Agreement. Each Party will notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.

3.1.3.11 Errors in MPB data exchanged by the Parties may be discovered by the End Office Party, the Tandem Party or the billable IXC. Both the End Office Party and the Tandem Party agree to provide the other Party with notification of any discovered errors as soon as practicable following such discovery. The other Party shall attempt to correct the error and resubmit the data as soon as practicable after notification. In the event the errors cannot be corrected within the time period specified above, the erroneous data shall be considered lost. If MPB data is lost due to intractable errors or otherwise, both Parties shall cooperate to reconstruct the lost data and, if such reconstruction is not possible, shall accept a reasonable estimate of the lost data based upon prior usage data.

Each Party shall be responsible for any lost revenue arising from its inability to relocate lost data that is adequate to support the other Party's billing of IXC's subscriber(s).

3.1.3.12 Neither Party will charge the other for the services rendered, or for information provided pursuant to this Section 3, except those MPB and other charges set forth herein. Both Parties will identify a contact person to handle any MPB questions or problems.

3.1.3.13 MPB will apply for all traffic bearing the 500, 900, 800/888 (to the extent provided by an IXC) or any other non-geographic NPA which may be likewise designated for such traffic in the future.

3.1.3.14 In the event a Party determines to offer Telephone Exchange Services in a LATA in which the other Party operates an access Tandem Switch, the Tandem Party shall permit and enable the End Office Party to subtend the Tandem Party access Tandem Switch(es) designated for the Tandem Party end offices in the area where the End Office Party rating points(s) associated with the NPA-NXX(s) to/from which the switched Exchange Access Services are homed. The MPB billing percentages for each new rating point/the End Office Party local serving Wire Center Combination shall be calculated according to the following formula:

$a / (a + b) = \text{End Office Party Billing Percentage; and}$

$b / (a + b) = \text{Tandem Party Billing Percentage}$

where:

a = the airline mileage between the rating point and the actual point of interconnection for the MPB arrangement; and

b = the airline mileage between the Tandem Party local serving Wire Center and the actual point of interconnection for the MPB arrangement.

The End Office Party shall inform the Tandem Party of the LATA in which it intends to offer Telephone Exchange Services and its calculation of the billing percentages which should apply for such arrangement. Within ten (10) business days of the End Office Party's delivery of notice to the Tandem Party, the Tandem Party and the End Office Party shall confirm the new rating point/Tandem Party local serving Wire Center Combination and billing percentages. Nothing in this subsection shall be construed to limit the End Office Party's ability to interconnect with the

Tandem Party in additional LATAs by means of interconnection at a local serving Wire Center, to the extent that such interconnection is permitted under this Agreement.

### 3.1.4 Collocation

3.1.4.1 Bell Atlantic agrees to issue a separate bill to MCIIm for any Collocation capital expenditures (e.g., costs associated with building the "cage") incurred under this Agreement. Bell Atlantic will send these separate bills for Collocation capital expenses to the location specified by MCIIm. Bell Atlantic will bill all other non-capital recurring Collocation rates to MCIIm in accordance with this Section 3.

### 3.1.5 Local Number Portability

3.1.5.1 The providing Party agrees to track and record the purchasing Party's Interim Number Portability usage. After the Commission establishes a final competitively neutral Interim Number Portability funding mechanism and rate, the providing Party will bill the purchasing Party for the usage that accrued before the Commission's final decision. The purchasing Party agrees to pay these bills with appropriate Commission-determined interest charges, but reserves the right to challenge the accuracy of the tracking.

~~3.1.5.2 Under the INP arrangement in this Agreement, terminating compensation on calls to ported numbers should be received by each customer's chosen local service provider as if each call to the customer had been originally addressed by the caller to a telephone number bearing an NPA-NXX directly assigned to the customer's chosen local service provider. In order to accomplish this objective where INP is employed, the Parties shall utilize the process set forth in this Subsection 3.1.5.2 whereby terminating compensation on calls subject to INP will be passed from the Party that performs the INP to the other Party for whose subscriber the INP is provided.~~

~~3.1.5.2.1 The Parties shall individually and collectively make best efforts to track and quantify INP traffic between their networks based on the CPN of each call by identifying CPNs which are ported numbers. MCIIm shall charge Bell Atlantic for each minute of INP traffic at the INP traffic rate specified in Subsection 3.1.5.2.3 in lieu of any other compensation charges for terminating such traffic, except as provided in Subsection 3.1.5.2.2.~~

~~3.1.5.2.2 By the interconnection activation date within a LATA, the Parties shall jointly estimate for the prospective six (6) months based on historic data of all traffic in the LATA, the percentages of such traffic that, if dialed to telephone numbers bearing NPA-XXXs directly assigned to MCIIm (as opposed to the ported number), would have been subject to: (i) local compensation ("Local Traffic"); (ii) appropriate intrastate FGD charges ("Intra Traffic"); (iii) interstate FGD charges ("Inter Traffic"); or (iv) handling as transit traffic. On the date which is six (6) months after the interconnection activation date, and thereafter on each succeeding six-month anniversary of such interconnection activation date, the Parties shall establish new INP traffic percentages in the prospective six (6) month period, based on Bell Atlantic's choice of actual INP traffic percentages from the preceding six (6) month period or historic data of all traffic in the LATA.~~

~~3.1.5.2.3 The INP traffic rate shall be equal to the sum of:~~

~~(Local Traffic percentage times the rate for local traffic transportation and termination set forth in Attachment I)~~

~~plus~~

~~(Intra Traffic percentage times MCIIm's effective intrastate FGD rates)~~

~~plus~~

~~(Inter Traffic percentage times MCIIm's effective interstate FGD rates).~~

~~MCIIm shall compensate Bell Atlantic for its billing and collection of charges for the intrastate and interstate FGD Access Services provided by MCIIm to a third party.~~

3.1.5.2 Bell Atlantic shall reimburse MCIIm (in accordance with the formula set forth in Section 3.1.5.2.3 and pursuant to the exchange of data set forth in Section 3.1.5.2.2) retroactively and prospectively from the date MCIIm first terminated intrastate and interstate access traffic through a Bell Atlantic INP arrangement in the State until such time as Bell Atlantic and MCIIm have converted MCIIm's subscribers from INP to NP in the State, and such reimbursement shall be in lieu of any other charges for terminating such traffic. If Bell Atlantic exercises its election under Section 3.1.5.2.1, MCIIm will reimburse Bell Atlantic (in accordance with the formula set forth in Section 3.1.5.2.3 and pursuant to the exchange of data set forth in Section 3.1.5.2.2) prospectively from the date set forth in Section 3.1.5.2.1 for intrastate and interstate access traffic that Bell Atlantic terminates on MCIIm's behalf through an INP arrangement

provided by MCIm to Bell Atlantic, and such reimbursement shall be in lieu of any other charges for terminating such traffic.

3.1.5.2.1 Bell Atlantic's Election. Bell Atlantic and MCIm acknowledge that, as of the Effective Date of this Section 3.1.5.2 only applies to the access charges for termination of intrastate and interstate access traffic by MCIm through INP arrangements provided by Bell Atlantic. Bell Atlantic and MCIm agree that, where (if at all) Bell Atlantic purchases INP from MCIm as of the Effective Date, the administrative costs incurred in calculating and billing Bell Atlantic's share of the terminating access charges outweigh the amount of those charges. Subject to this Section 3.1.5.2.1, Bell Atlantic may elect to have the terms and conditions of this Section 3.1.5.2 apply reciprocally to Bell Atlantic's termination of intrastate and interstate access traffic under INP arrangements provided by MCIm to Bell Atlantic. Bell Atlantic's election, though, will only take effect one hundred and twenty (120) days after MCIm's receipt of Bell Atlantic's written notice of election (such notice to be provided in accordance with Section 14 of Part A of this Agreement). In addition, Bell Atlantic's right to receive access charges if it makes such an election will be subject to (i) all of the terms and conditions set forth in this Section 3.1.5.2; and (ii) MCIm's right to collect the administrative charge described in Section 3.1.5.2.4.

3.1.5.2.2 Exchange of Data. In order to determine MCIm's share of monthly access charges:

3.1.5.2.2.1 MCIm will be responsible for providing the number of billed local minutes of use terminating from Bell Atlantic to MCIm over Bell Atlantic's INP arrangements in a given calendar month. The number of access lines for the same calendar month (as a component of the "Ported Factor") will be provided to Bell Atlantic by MCIm on or before the 10th business day following the close of each calendar month.

3.1.5.2.2.2 Bell Atlantic will then be responsible for providing to MCIm the "Ported Factors" on or before the 15th business day following the close of each calendar month. Bell Atlantic will also provide to MCIm the "Jurisdictional Factors" on or before the 15th business day following the close of each calendar quarter. As set forth in

Section 3.1.5.2.3, both factors (Ported and Jurisdictional Factors) will be used in the calculation of the settlement.

3.1.5.2.2.3 To the extent that any of the information described in this Section 3.1.5.2.2 is not available within the designated time frames for a particular month, the Parties will rely on, and MCIm will render a bill based on, the information used in the previous month. When the information becomes available, the Parties will make any necessary adjustments based on that information in the subsequent billing cycle.

MCIm will bill Bell Atlantic for MCIm's share of the access charges as determined by the formula and process set forth in this Section 3.1.5.2, and Bell Atlantic will pay MCIm that share within thirty (30) days after the date of the bill.

### 3.1.5.2.3 Sharing Formula.

A) Total MCIm terminating billed local switch traffic (terminated from Bell Atlantic to MCIm) times the Ported Factors shall equal the Total Ported Minutes of Use (TPM).

A.1) MCIm terminating local switch traffic will be determined by minutes of use billed to Bell Atlantic by MCIm.

A.2) The Ported Factor will be a factor of MCIm INP active lines divided by total MCIm access lines.

B) The TPM shall be separated by Ported intrastate minutes of use ("INTRA MOU") and Ported interstate minutes of use ("INTER MOU");

Ported INTRA MOU = Total TPM times INTRA Jurisdictional Factor

Ported INTER MOU = Total TPM times INTER Jurisdictional Factor

C) The settlement dollars will be calculated by:

Ported INTRA Revenue = Total Ported INTRA MOU times the Bell Atlantic Access Rate Elements

Ported INTER Revenue = Total Ported INTER MOU times the Bell Atlantic Access Rate Elements

D) Total shared access due MCIm = Total Ported INTRA Revenue plus Ported INTER Revenue

The shared access charges due MCIm will be reduced by any reciprocal compensation billed by MCIm and paid by Bell Atlantic on the Ported INTER and INTRA MOU's as local compensation.

3.1.5.2.4 Commencing with the date of a certain Letter Agreement, dated as of July 7, 1999, by and between MCIm and Bell Atlantic, MCIm shall compensate Bell Atlantic for its billing and collection of charges for the intrastate and interstate FGD Access Services provided by MCIm to a third party through the greater of: (i) the difference between the intrastate and interstate FGD rates of MCIm and Bell Atlantic; or (ii) three percent (3%) of Bell Atlantic's intrastate and interstate FGD revenues for ported numbers. Under no circumstances shall Bell Atlantic, in performing the billing and collections service on behalf of MCIm, be obligated to pass through more than ninety-seven percent (97%) of its FGD access charge to MCIm in connection with any given ported call.

### **3.1.6 Electronic Transmissions**

3.1.6.1 The providing Party agrees to transmit bills and invoices in the appropriate CABS or SECAB format electronically via Connect:Direct (formerly known as Network Data Mover) to the purchasing Party at an agreed upon location.

### **3.1.7 Tape or Paper Transmissions**

3.1.7.1 In the event that the Connect:Direct capabilities of either Party are not available, the Parties will transmit billing information to each other via magnetic tape or paper, as agreed to by the Parties. The Parties shall cooperate in determining such alternate billing methods, when necessary.

### **3.1.8 Payment Of Charges**

3.1.8.1 Payments of all undisputed amounts due under this Agreement shall be made in U.S. Dollars no later than the due date on an invoice or bill. At least thirty (30) days prior to the first transmission of a bill or invoice under this Agreement, the Parties shall provide each other the name and address to whom payment shall be made, including where appropriate, the respective banks, and account and routing numbers. If

such banking information changes, each Party shall provide the other Party at least sixty (60) days written notice of the change and such notice shall include the new banking information. In the event the purchasing Party receives multiple bills or invoices from the providing Party which are payable on the same date, the purchasing Party may remit one payment for the sum of all bills and invoices. Each Party shall provide the other Party with a contact person for the handling of payment questions or problems under this Agreement.

3.1.8.2 Undisputed amounts which are not paid by the due date stated on the providing Party's bill shall be subject to a late payment charge. The late payment charge shall be in the amount provided in Bell Atlantic's interstate access tariff; provided, that in the absence of an interstate access tariff late payment charge, the late payment charge shall be in an amount specified by the providing Party, which shall not exceed a rate of one and one-half percent (1.5%) of the overdue amount (including any unpaid, previously billed late payment charges) per month.

3.1.8.3 Although it is the intent of each Party as a providing Party to submit timely and accurate bills, failure by a providing Party to present bills to a purchasing Party in a timely or accurate manner shall not constitute a breach or default of this Agreement, or a waiver of a right of payment of the incurred charges, by the providing Party. Closure of a specific billing period shall occur by joint agreement of the Parties whereby the Parties agree that such billing period is closed to any further charges, analysis and financial transactions, except those resulting from an Audit or for charges due under a "true-up" of charges pursuant to Sections 3.1.5 hereunder. Closure shall take place within nine (9) months of the Bill Date. The month being closed represents those charges that were billed or should have been billed by the respective Bill Date.

### **3.1.9 Billing Dispute**

3.1.9.1 Subject to and without waiver of any of the providing Party's rights under Section 21.3 of Part A of this Agreement, each Party agrees to notify the other Party upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) days of the Bill Date on which such disputed charges appear. Resolution of the dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute and closure of a specific billing period. If the issues are not resolved within the allotted time frame, the following resolution procedure will begin:

3.1.9.1.1 If the dispute is not resolved within sixty (60) days of the Bill Date, the dispute will be escalated to the second level of management for each of the respective Parties for resolution.

3.1.9.1.2 If the dispute is not resolved within ninety (90) days of the Bill Date, the dispute will be escalated to the third level of management for each of the respective Parties for resolution.

3.1.9.1.3 If the dispute is not resolved within one hundred and twenty (120) days of the Bill Date, the dispute will be resolved in accordance with the dispute resolution procedures set forth in Part A of this Agreement.

3.1.9.2 Upon resolution of the dispute, the relevant Party shall pay all amounts determined to have been due in accordance with Section 21.3 of Part A.

## **3.2 Standards**

3.2.1 At least twenty (20) days prior to the providing Party transmitting a bill or invoice to the purchasing Party for the first time via electronic transmission or tape, or at least thirty (30) days prior to changing mechanized formats (i.e., from SECAB to CABS), the providing Party will transmit to the purchasing Party a test bill or invoice in the appropriate mechanized format. The providing Party will also provide to the purchasing Party the providing Party's originating or state level company code, so that it may be added to the purchasing Party's internal tables at least twenty (20) calendar days prior to testing or a change in the providing Party's originating or state level company code. The purchasing Party will notify the providing Party within the time period agreed to by the Parties if the test bill or invoice transmission fails to meet the purchasing Party's testing specifications. The Parties will work cooperatively to resolve any problems identified by the transmission of the test bill or invoice.

3.2.2 As mutually agreed upon prior to any change in existing formats or change to a different format, the providing Party shall send to the purchasing Party connectivity bill data in the appropriate mechanized format for testing to ensure that the bills can be processed and that the bills comply with the requirements of this Attachment. The providing Party agrees that it shall not send to the purchasing Party bill data in the new mechanized format until such bill data has met the testing specifications as set forth in this subsection. The providing Party shall provide the purchasing Party documentation on proposed format changes within ninety (90) days of the implementation of such changes.